

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

U.S. BORAX INC.	:	CIVIL ACTION
	:	
v.	:	NO. 19-1661
	:	
MARK ZAMEK	:	

JUDGMENT

AND NOW, this 2nd day of October 2019, upon considering the parties' joint Motion for a Consent Judgment based on a Settlement Agreement and attachments (ECF Doc. No. 57), but finding the parties may be entitled to enforce their settlement agreement in a Court with jurisdiction, it is **ORDERED** the parties' joint Motion for a Consent Judgment (ECF Doc. No. 57) is **GRANTED**; the claims of the parties are **dismissed** with prejudice; the Clerk of Court shall **close** this case; and, we enter **JUDGMENT** requiring, as agreed by the parties:

1. Defendant will comply with the Agreement regarding confidential information, inventions and intellectual property and the Separation and Release of Claims Agreement attached to the Motion (ECF Doc. No. 57);

2. Defendant agrees to never again work or provide services directly or indirectly as an employee, contractor, consultant or in any other capacity for Etimine USA Inc. or related entity;

3. Until on or about **September 24, 2024**, Defendant shall not directly or indirectly act as an employee, contractor, consultant or in any other capacity for any business or enterprise engaged in the mining, processing or sale of borates in competition with the Plaintiff consistent with his Settlement Agreement and General Release attached to the Motion (ECF Doc. No. 57); and,

4. Until **September 24, 2021**, Defendant shall not directly or indirectly act as an employee, contractor, consultant or in another capacity for a customer of Plaintiff as more fully

identified in the Settlement Agreement and General Release attached to the Motion (ECF Doc. No. 57).



KEARNEY, J.